

Exhibit B

Maintenance Plan

MAINTENANCE PLAN

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Pleasure Cove Marina

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MAINTENANCE PLAN

A. INTRODUCTION

This Maintenance Plan between Pleasure Cove Marina, LLC, (hereinafter referred to as “concessioner”) and the Bureau of Reclamation (hereinafter referred to as “Reclamation”) shall serve as a supplement to Concession Contract 05-LC208905 (hereinafter referred to as “contract”) but does not amend the authorization or alter the rights and liabilities of the parties to the contract. The Maintenance Plan delineates and specifies the maintenance responsibilities of the concessioner and Reclamation with regard to those lands and facilities within Pleasure Cove Marina which are assigned to, or otherwise used by, the concessioner for the purposes authorized by the contract.

In the event of any apparent conflict between the terms of the contract and this Maintenance Plan, the terms of the contract, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. Reclamation will review the plan annually in consultation with the concessioner and revise it if the area manager determines it to be necessary.

B. GENERAL STANDARDS FOR CONCESSIONER FACILITIES

The Reclamation Concession Review Program offers general direction, expectations, and standards on all aspects of concession operations. The standards for interior and exterior maintenance are included in this section.

The concessioner is required by the terms of the contract to maintain the facilities used in a manner acceptable to Reclamation. It is the purpose of this Maintenance Plan to help define the necessary standards and to define the maintenance relationship between the concessioner and Reclamation. Both the Concessioner and Reclamation have specific responsibilities as outlined in the contract and this document.

C. TERMS USED IN THIS MAINTENANCE PLAN

Concessioner improvements: Defined in the concession contract.

Government improvements: Defined in the concession contract.

Assigned Areas: Lands within Pleasure Cove Marina, as defined by land assignment maps in exhibit A to the contract. These lands contain improvements, and support facilities used by the concessioner. The concessioner has specific responsibilities, defined below, regarding the maintenance and upkeep of these lands and facilities, including landscapes.

Comments addressing maintenance responsibilities specific to an area may also be found on the land assignment map(s). Any approved change in land use resulting from building modification, construction, or other activity is regarded as causing an immediate corresponding change in the land assignment.

Exterior: Refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.

Interior: Refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems, which penetrate the walls, roof, or foundation.

Maintenance: The preservation and upkeep of real or personal property. “Maintenance” includes operational cyclic repair and rehabilitation of designated areas, facilities, infrastructure, equipment, and their component parts—up to and including replacement if necessary—to provide a safe, sanitary, and aesthetically pleasing environment for area visitors and employees.

Operations: Refers to all aspects of activity by the concessioner authorized under the contract. Operations include all services provided to the public and all nonpublic actions necessary to support those authorized services.

Repair: The act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary or economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

D. ANNUAL MAINTENANCE INSPECTIONS

Reclamation and the concessioner shall conduct an annual joint inspection/review of Government and concessioner improvements assigned to the concessioner to determine what maintenance work is necessary and if the facilities comply with applicable Federal and State laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule to be established by Reclamation in consultation with the concessioner.

Based on the annual review, deficiencies noted on periodic evaluations, and needs identified by concessioner staff, the concessioner shall prepare a list of maintenance needs and an annual maintenance program proposal to submit for Reclamation approval by December 1 of each year. This program will list specific projects and the manner by which the concessioner intends to execute its maintenance responsibilities during the following year.

E. CONCESSIONER’S RESPONSIBILITIES

The following sections identify the responsibilities of the concessioner.

1. IMPROVEMENTS ASSIGNED TO THE CONCESSIONER

The concessioner shall maintain and repair Government and concessioner improvements assigned to the concessioner except as noted under “Reclamation Responsibilities.”

The concessioner’s maintenance responsibilities include, but are not limited to, lands, landscaping, and drainage structures; all improvements resting on the lands (buildings, walkways, trails, parking areas, pavement markings, fences, curbing, culverts, etc.); underground and aboveground storage tanks and associated mitigation if needed; auto, bus and/or heavy equipment maintenance areas (fuels and fluids management, used oil and lubricants, and used antifreeze, filters, and batteries); intrusion and fire alarm

systems; interior and exterior lighting systems; fire suppression systems; utility and utility distribution systems; structural elements and surfaces (roofing, flooring, windows, doors, porches, etc., including hazard abatement); heating and cooling systems; and all installed fixtures and miscellaneous equipment.

The concessioner will carryout general preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all improvements assigned to the concessioner achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines.

If the concessioner proposes to undertake work that will result in a modification to assigned improvements (both concessioner and Government improvements); an increase in the possessory interest claimed by the concessioner in a structure or facility; new or changed services; or new construction, the concessioner will submit a written request to Reclamation and obtain written approval prior to undertaking the work. All plans submitted must be prepared in accordance with Reclamation guidelines.

During work and upon completion, an independent inspector will inspect all new construction or significant project work. The inspection shall be included in the project funding. An inspection report verifying code compliance must be submitted to Reclamation prior to using or occupying the improvement. Computer-generated "as built" drawings in the form of AutoCAD files (FILE.DWG) and a project completion report, which includes total project costs, shall be supplied to Reclamation within 45 days of completion of work on the project.

Written notification and approval are also required for projects that change the nature or appearance of any facility in an historic structure or a historic district. This does not apply to routine work that does not change the nature, appearance, or value of a facility.

- a. **Codes:** The concessioner shall comply with all applicable Federal, State, and local codes, including, but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes, unless the area manager of Pleasure Cove Marina, has provided a written exception.
- b. **Painting:** To maintain the appearance of the structures, exterior painting shall be performed on a 7-year cycle or more often if needed to provide adequate protection to the structure. Interior painting shall be performed on a 5-year cycle or more often if needed to maintain a good appearance. Reclamation must provide advance written approval for lengthening intervals or change of paint color. Latex paint (with low content of volatile organic compounds) must be used unless, because of the historic context and/or use context of the area to be painted, approval is granted by Reclamation for use of an oil-based product, be painted,
- c. **Interior Systems:** The concessioner shall operate, repair, and replace lighting, heating, and cooling systems. The concessioner shall clean and inspect all chimneys, fireplaces, stoves, and exhaust ducts prior to each operating season. The concessioner shall also provide and install any needed winterization covers for chimneys.

- d. **Utility Systems:** The concessioner shall operate, repair, and replace all interior and exterior utility systems within concessioner land assignments as described herein or shown and described on land assignment maps.
- e. **Food Service Equipment:** All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, will comply with safety, public health, and sanitation codes.
- f. **Safety Equipment:** The concessioner will comply with all applicable Federal, State, and local codes and provide and maintain safety devices, fire detection and suppression equipment, and such appurtenances as are necessary for the protection of employees and the public, including assigned concessioner and Government improvements.
- g. **Fire Equipment:** The concessioner is responsible for all hose boxes, fire hose, standpipes, and extinguishers within their area of responsibility and shall inspect the equipment on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.
- h. **Roof Replacement:** As roof materials are replaced, fire retardant materials will be used to maximize the fire protection provided to structures assigned to the concessioner.
- i. **Historic Structures (Historic Items):** Certain assigned concessioner and Government improvements are listed on, or may be nominated to, the *National Register of Historic Places*.

The concessioner shall submit plans for all proposed work or actions affecting these resources to Reclamation to ensure compliance with laws, policies, and guidelines, including the National Historic Preservation Act of 1966, as amended. This applies to any undertaking that may affect a historic structure, historic district, cultural landscape, archeological site, or historic object or furnishing. The concessioner must document proposed actions using report forms, which are available from Reclamation. Reclamation representatives will provide guidance to the concessioner on the preparation of the report forms if requested. Reclamation cultural resources staff at the area and regional level, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation will review the proposed project. Reclamation approval is required prior to undertaking the proposed action.

- j. **Concessioner Housing:** The concessioner will carryout general maintenance and repair of employee housing structures on a timely basis to ensure that employee housing achieves the basic goals described in the Concessioner Review Program. Heating systems shall be inspected and cleaned on a cyclic basis and prior to initial occupancy. The concessioner shall monitor employee housing for compliance with fire, health and safety codes, and Reclamation policies and guidelines.
- k. **Aboveground Fuel Storage Tanks:** The concessioner shall monitor, test, maintain, repair, upgrade, replace as necessary, and remove assigned above-ground fuel storage tanks, and mitigate any soil or ground water contamination in accordance with Federal, State, and local regulations. Written notification and approval by Reclamation is required prior to initiating work.

2. HAZARDOUS MATERIAL

The concessioner shall maintain health and safety standards and take necessary mitigative and corrective measures to ensure healthy working and living environments in all assigned buildings and improvements.

The concessioner shall store, handle, and use hazardous materials in a manner that protects workers from harmful exposure, minimizes the potential for spills and releases, and reduces the use of these materials in order to diminish the subsequent generation of hazardous waste.

Hazardous materials shall be handled in accordance with Occupational Safety and Health Administration 29 CFR, 1910 and 1926. Examples of hazardous materials requiring special management controls include asbestos, radon, and lead-based paint. Application of pesticides and methods of use shall conform to local, state and federal laws, applicable codes, policies, and guidelines.

a. **Emergency Planning and Community Right-to-Know:** Consistent with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements, the concessioner shall provide Reclamation with information regarding hazardous materials inventory (on-site storage) and hazardous materials usage. Reclamation will require hazardous materials storage and use information, even if the concessioner operates under the regulatory thresholds governing applicability of Emergency Planning and Community Right-to-Know Act regulations. Executive Order 12856 requires Reclamation to report under these provisions according to the cumulative storage and usage of hazardous materials across the entire facility, by both Federal and non-Federal entities. Reporting to Reclamation does not exempt the concessioner from any requirements to make notices and reports as required under this statute or any other Federal, State, or local statute or regulation. Hazardous materials storage and use information shall be provided to Reclamation quarterly. Reclamation reserves the right to prohibit the use of certain hazardous materials within the area in the interest of protecting health and safety and/or natural or cultural resources.

b. **Hazardous Materials-Related Training:** The concessioner shall provide training to all employees in accordance with 29 CFR 1910.120 (First Responder for Hazardous Materials Incidents) and 29 CFR 1910.1200 (Hazard Communication). The concessioner shall comply with all Federal, State, and local laws and regulations pertaining to hazardous materials.

c. **Hazardous Waste Minimization and the Use of Environmentally Preferable Products:** The concessioner shall attempt to minimize the use of hazardous materials in its operations with the purpose of diminishing the amount of hazardous waste generated over time. Under Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements, Reclamation is required to reduce the hazardous waste generated by 50 percent by 1999. The E.O. directs Federal agencies to pass this same requirement on to the concessioner. The concessioner shall seek to use less toxic materials and products that are environmentally preferable as a general means to minimize hazardous waste. If the concessioner generates more than 100 kilograms per

month of hazardous waste, the concessioner must provide Reclamation with a Hazardous Waste Minimization Plan. To track any trends in the amount of waste generated, the concessioner must provide information on all hazardous waste management (recycling and disposal) to Reclamation quarterly.

3. SIGNS

The concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas, which relate specifically to concession operations. Examples include identifying location of facilities, operating services and hours, and the concessioner's rules or policies.

The concessioner shall ensure its signs are compatible with Reclamation sign standards. Sign size, style, color, and location shall be submitted for Reclamation approval prior to installation. No handwritten signs shall be permitted within the concessioner's area of responsibility except on a short-term, interim basis.

Reclamation may install signs within the areas assigned to the concessioner.

4. LITTER AND GARBAGE

- a. **Sanitation:** The concessioner shall provide an effective system for the collection and disposal of garbage and trash within its areas of responsibility. The concessioner shall keep assigned areas free of litter, debris, garbage, abandoned equipment, vehicles, furniture, and fixtures. Refuse shall be stored in receptacles that are covered, waterproof, bear-proof, and vermin-proof.

These containers will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors. To prevent pest attraction and breeding, all wet garbage from concession operations will be adequately bagged and tied or stored in sealed containers. Waste must not accumulate in trash containers to the point of overflowing. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area. The concessioner will place cigarette receptacles at heavy use locations within assigned areas.

All materials generated as solid waste must be removed from areas at the concessioner's expense and disposed of in an appropriate manner in an approved site. Applicable State and local codes shall also be followed.

- b. **Solid Waste Minimization:** The concessioner shall implement policies and practices consistent with the area's solid waste minimization program and target reduction goal. As an example, the area is seeking to minimize the volume of solid waste sent for landfill disposal by 25 percent. The concessioner shall provide Reclamation with a written solid waste minimization plan. Special consideration should be given to the type of packaging and containers that are used in products offered for sale to visitors. If the concessioner collects and hauls its solid waste, the concessioner shall provide Reclamation quarterly with information regarding the amount of solid waste generated and the amount of material recycled.

5. GROUNDS AND LANDSCAPING

In cases where grounds and landscaping activities require temporary modification or relocation of structures assigned to the concessioner, the concessioner shall carryout the temporary modification or relocations at its expense.

- a. **Landscaping and Use of Native Vegetation:** The concessioner shall prepare a written landscaping plan for each land assignment area and submit it to Reclamation for approval. The plan will include general statements regarding the desired regime (manicured, natural, etc.) and condition of the area and sub-areas, as appropriate. It should include specific information, including locations and scope of work proposed, safety and resource considerations, debris disposal, and proposed use of irrigation systems. The appropriate use of native vegetation, the need for re-vegetation or restoration efforts, and the potential existence of cultural landscapes should be considered during this planning phase.
- b. **Integrated Pest Management:** The concessioner shall conduct their activities in a manner that minimizes impacts on the natural or cultural environment. Chemicals, pesticides, and toxic materials and substances will be used as a last resort.
- c. **Drainage and Storm-water Pollution Prevention:** The concessioner shall implement Best Management Practices to prevent the degradation of water quality in storm-water and other runoff from facilities assigned to the concessioner. Erosion controls must be implemented at construction sites with disturbed soils exposed. Vehicle and equipment washing must not be allowed to run off untreated water; oil/water separation must occur before discharge. Any improvements to drainage systems must be made in accordance with Federal, State, and local regulations.

The concessioner shall ensure proper drainage control to protect landscapes, native vegetation, structure, facilities, improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.
- d. **Hazard Trees:** The concessioner will remove trees within the concessioner's assigned areas that have been identified by Reclamation as hazardous. Such trees and other trees requiring removal will be approved for removal in advance by the area manager by means of a written authorization, which shall serve as a removal permit.
- e. **Vegetative Cuttings Recycling:** The concessioner will remove accumulated debris. The concessioner should use creative methods of recycling natural debris, such as chipping woody materials for use as compost, dust control, and resource mitigation material. The concessioner will remove slash buildup around buildings in their assigned areas to prevent fires and to comply with State, county, and local codes.
- f. **Resource Protection and Site Restoration at Construction Sites:** As facilities are removed or sites become heavily impacted by construction activities or overuse, the concessioner shall prepare and implement a site restoration component of each landscaping plan. The area offices will provide advice and assistance during the preparation of these plans. Written approval from Reclamation is required prior to plan implementation.

6. ROADS, TRAILS, PARKING AREAS, AND WALKWAYS

The concessioner shall maintain roads, parking areas, curbing, sidewalks, walkways, and trails within its assigned lands in a state of good repair and in a manner that provides reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles. In all assigned areas, the concessioner shall sweep, sign, and paint curbs and striping surfaces on a recurring schedule to ensure that public areas are consistently clean and free of litter and earthen debris and are well marked. Striping plans must have written approval from Reclamation before implementation.

The concessioner will control dust within the concessioner's land assignment and dust, which results from concessioner use outside the concessioner's land assignment.

The concessioner shall develop an exterior lighting system plan, which addresses installation and maintenance of directed lighting systems that provide the minimum necessary lighting for nighttime walking in assigned walkway areas. This lighting system plan shall be submitted to Reclamation for review and approval.

The concessioner shall maintain trails assigned for its use.

7. FIREWOOD

The concessioner shall acquire fully cured firewood from outside the area for use in assigned facilities. Reclamation encourages the use of lower emission composite fuels when and wherever possible. The concessioner is authorized to initiate the poplar removal plan to eventually remove all poplars from the concession area. This is only tree within the concession area that the concessionaire may use make firewood to sell to campers.

To minimize hazards associated with fuel wood storage, the concessioner will store wood away from existing structures and will comply with instructions provided by Reclamation's fire management staff.

8. UTILITIES

As systems or equipment need to be replaced, serious consideration shall be given to the use of products and technologies, which reduce impacts, conserve resources, and improve efficiencies, including electric peak load shedding and the use of alternative fuels.

- a. Electrical:** The concessioner shall maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down line from the meter within all concessioner land assignments and all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines.

The concessioner shall repair or replace any electrical system damage within assigned areas and damage occurring beyond the concessioner assigned areas, which results from negligence of the concessioner or its employees while working or operating concessioner equipment.

The concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

The concessioner shall develop and implement a plan to reduce its consumption of electrical energy. This plan shall be annually submitted to Reclamation for review and approval.

- b. **L.P. Gas Systems:** The concessioner shall repair and maintain, according to NFPA codes, all L.P. gas systems in its assigned areas. This includes, but is not limited to, tanks, bottles, regulators, and piping.

The concessioner will conduct and document semiannual inspections of its gas storage and distribution systems.

Placement of new or additional tanks must receive prior written Reclamation approval. An independent inspector at the concessioner's expense must inspect all gas installations.

- c. **Water:** The concessioner shall repair and maintain water service and building plumbing systems down flow from the meter within the concessioner land assignments or as shown or described on land assignment maps. The concessioner shall repair or replace any damage to the water system within assigned areas and damage occurring beyond the concessioner assigned areas, which results from negligence of the concessioner or its employees while working or operating concessioner equipment. The concessioner shall also maintain all fixtures attached to the water system within all buildings and structures.

The concessioner shall implement water conservation measures as needs arise. As replacement of fixtures is needed, the concessioner shall obtain and install low-flow and water conserving fixtures.

The concessioner shall implement a cross-connection control program in accordance with the most current version of the Central California Area Office Water System Cross-Connection Control Regulations.

The concessioner will provide for the daily monitoring and periodic sampling of water systems in its assigned areas.

- d. **Sewage:** The concessioner shall repair and maintain all sewage lines, connections, disposal systems, and appurtenances within the concessioner land assignment to the sewer collection main or as shown and/or described on land assignment maps. The concessioner shall repair or replace any damage to the sewage disposal system within assigned areas and damage occurring beyond the concessioner assigned areas, which results from negligence of the concessioner or its employees while working or operating concessioner equipment.

The concessioner shall maintain, repair, and replace fixtures attached to the sewage disposal system (including sinks, toilets, urinals, and dishwashing equipment).

The concessioner shall install and maintain grease traps as necessary to ensure that grease does not flow into wastewater systems. Reclamation will bill the concessioner to recoup costs for clearing or replacing clogged sewer lines and

cleaning lift station wet wells due to heavy grease accumulation when directly related to the concessioner's operations.

The concessioner shall provide chemical toilets at designated areas associated with the concession operations (e.g., golf course, horse stable, and raft takeout). The concessioner will also provide for the proper operation and maintenance of composting toilets.

- e. **Telephone Service:** The concessioner shall contract directly with commercial telephone operators for phone service to its assigned facilities. Agreements with commercial providers shall be in accordance with guidelines provided by Reclamation. The concessioner shall be responsible for all on-premises equipment and wiring.
- f. **Seasonal Operations:** The concessioner will drain all water and sewer lines that are defined above as the responsibility of the concessioner and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks prior to opening.

The concessioner shall comply with Reclamation's annual guidelines when reopening and repairing drinking water distribution systems.

F. RECLAMATION RESPONSIBILITIES

During the execution of any Reclamation responsibilities indicated below, should Reclamation disrupt areas or lands within the concessioner's assigned lands, Reclamation shall provide mitigative signing, barriers, and re-vegetative efforts as needed.

Reclamation will interface with the concessioner's maintenance program by executing the following responsibilities:

1. IMPROVEMENTS ASSIGNED TO THE CONCESSIONER

Reclamation will not physically maintain Government or concessioner improvements assigned to the concessioner. Reclamation will provide staff review of concessioner plans and proposals, inspection and evaluation of concessioner processes and programs, and technical advice and assistance when requested and as resources allow.

2. SIGNS

Reclamation will install, maintain, and replace all regulatory signs that serve the interest of the Government. Reclamation will provide direction and assistance to the concessioner during the design and installation of all approved signing.

3. LITTER AND GARBAGE

Reclamation will ensure, either through its own actions or through those of a contractor, that reliable, regularly scheduled garbage pickup is available in the area, except within concessioner assigned areas.

Reclamation will provide direction and guidance to the concessioner regarding procedures and methods for keeping concessioner refuse away from area wildlife.

4. GROUNDS AND LANDSCAPING

Reclamation will identify and periodically monitor hazardous trees in the area. Reclamation will also remove hazardous trees in the area that are outside the concessioner's land assignment. Reclamation will review the concessioner's landscaping plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor concessioner projects.

Reclamation may make available to the concessioner, when no cost to Reclamation is incurred, designated sites where limbs and other legally burnable forest debris may be transported for disposal.

5. ROADS, TRAILS, PARKING AREAS, AND WALKWAYS

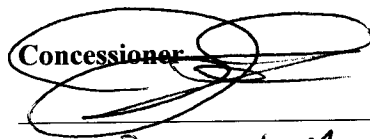
Reclamation will maintain all roads, parking areas, curbing, sidewalks, walkways, and trails in the area, except those within the concessioner's area of responsibility as shown on the land assignment maps. Reclamation will review the concessioner's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor concessioner projects. Use of assigned trails by the concessioner is subject to specific terms and conditions as may be developed by the area manager for mitigation of impacts caused by the concessioner.

6. UTILITIES

Reclamation does not provide any utilities to the concession operation at Pleasure Cove.

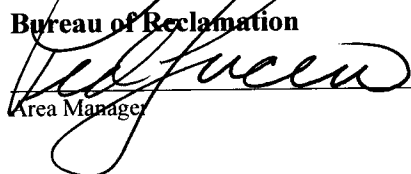
After consultation with the concessioner and consideration of issues of mutual concern, this Maintenance Plan reflects, as of its date of execution, the expectations, requirements, and commitments of the concessioner and Reclamation.

Dated at Pleasure Cove Marina this 15 day
of November, 2015

Concessioner


Title: General Manager

Date: 11-15-05

Bureau of Reclamation

Area Manager

Attachments:

1. Items may be added which will be labeled “attachments” to avoid confusion with contract exhibits.